## TIGARD CITY COUNCIL MEETING

JANUARY 21, 2003 6:30 p.m.

TIGARD CITY HALL
13125 SW HALL BLVD
TIGARD, OR 97223



### **PUBLIC NOTICE:**

Assistive Listening Devices are available for persons with impaired hearing and should be scheduled for Council meetings by noon on the Monday prior to the Council meeting. Please call 503-639-4171, ext. 2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

Upon request, the City will also endeavor to arrange for the following services:

- Qualified sign language interpreters for persons with speech or hearing impairments;
   and
- Qualified bilingual interpreters.

Since these services must be scheduled with outside service providers, it is important to allow as much lead-time as possible. Please notify the City of your need by 5:00 p.m. on the Thursday preceding the meeting date by calling:

503-639-4171, ext. 2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

SEE ATTACHED AGENDA

# A G E N D A TIGARD CITY COUNCIL WORKSHOP MEETING JANUARY 21, 2003

#### 6:30 PM

- WORKSHOP MEETING
  - 1.1 Call to Order City Council
  - 1.2 Roll Call
  - 1.3 Pledge of Allegiance
  - 1.4 Council Communications & Liaison Reports
  - 1.5 Call to Council and Staff for Non Agenda Items
- 2. JOINT MEETING WITH THE INTERGOVERNMENTAL WATER BOARD TO HEAR AN UPDATE ON THE BULL RUN REGIONAL DRINKING WATER AGENCY PHASE II REPORT PART 3
  - a. Staff Report: Public Works Staff
  - b. Council Discussion
- 3. DISCUSSION WITH STATE SENATOR GINNY BURDICK AND STATE REPRESENTATIVE MAX WILLIAMS
  - a. Comments by Senator Burdick and Representative Williams
  - b. Questions/Comments Mayor & Council
- 4. JOINT MEETING WITH BUDGET COMMITTEE FOR REVIEW OF SOCIAL SERVICE AGENCIES PRESENTATIONS ON PROGRAMS, SERVICES, AND FUTURE FUNDING NEEDS
  - Christmas in April
  - ❖ American Red Cross
  - Learning Adventures
  - Sexual Assault Resource Center
- 5. DISCUSS PROPOSED INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF TIGARD AND CLEAN WATER SERVICES
  - a. Staff Report: Public Works Staff
  - b. Council Questions/Comments

- 6. UPDATE ON THE LONG-RANGE PLANNING DIVISION PROGRAM
  - a. Staff Report: Community Development Staff
  - b. Council Questions/Comments
- 7. COUNCIL LIAISON REPORTS
- 8. NON-AGENDA ITEMS
- 9. EXECUTIVE SESSION: The Tigard City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(3), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.
- 10. ADJOURNMENT

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AGENDA ITEM#_	
FOR AGENDA OF.	January 21, 2003

### CITY OF TIGARD, OREGON COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Bull Run Regional Drinking Water Agency: Phase II Report – Part 3
PREPARED BY: Ed Wegner DEPT HEAD OK CITY MGR OK
ISSUE BEFORE THE COUNCIL
The Phase II Report of the Bull Run Regional Drinking Water Agency has been accepted by the Policy Steering Committee and the complete document was distributed at the October 15, 2002 study session. The process now calls for all 13 participating agencies to review the document, provide an opportunity for public input, and reach a conclusion by March 2003.
Staff has prepared a schedule of workshops, public presentations, displays and a public hearing where the City Council, Intergovernmental Water Board, and local citizens can review and discuss the report. Staff made presentations in October and November of 2002 to review the areas of the report concerning Engineering and Governance and Finance and Public Involvement.
Staff is now prepared to present an overview on the possibility of Tigard's membership into the JWC and ownership of water rights. This presentation is intended to provide the background so that membership in the Bull Run Regional Drinking Water Agency can be compared to membership with the Joint Water Commission (JWC).
STAFF RECOMMENDATION
Provide continued review of the report.
INFORMATION SUMMARY

Tigard has been participating in a 13-member agreement to explore the formation of a new regional water supply agency. The initial phase of that project was concluded in December of 2001, and the Tigard City Council decided to participate in Phase II of that process. The Phase II work document is now complete and being distributed and considered by the member agencies. The Policy Steering Committee (PSC), which is comprised of an elected official of each of the 13 member agencies, voted to accept the report on September 26, 2002.

The report answers most of the questions an agency would have in their effort to decide to continue on in the process. Some questions cannot be specifically answered yet, but the report proposes possible alternatives and ranges between which the final decision is likely to fall.

By design the review and decision process has been structured so that the member agencies would provide local public participation as they so choose as they go through their respective processes. Staff recommended four joint work sessions between the IWB and City Council due to the volume of material and the benefit each body would receive by interaction. Press releases, displays, Web pages, CIT and the CITYSCAPE all will be used. Our process

was scheduled to end February 25, 2003 with a public hearing and a decision by the City Council. This date will likely be postponed due to Portland's schedule of developing a buy in number.

Tonight's presentation on the JWC is based on work completed by the JWC and other agencies exploring expanding water availability in the Tualatin River Basin. This work includes completion of a capital improvement program in which the cornerstone is the Tualatin Basin Water Supply Feasibility Study (Scoggins Dam Raise, or alternatives) as well as the Raw Water Pipeline Project. Both of these projects are anticipated to develop new supply, of which, Tigard could obtain ownership based on our investment.

### OTHER ALTERNATIVES CONSIDERED

Tigard is continuing to participate with the Bull Run Regional Drinking Water Agency as well as participating in projects with the Joint Water Commission (JWC) which, if feasible, will allow Tigard membership into the JWC and ownership of water rights.

### VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Urban and Public Services chapter of "Tigard Beyond Tomorrow" has a goal, which states "actively participate in a regional development of drinking water sources"

### **ATTACHMENT LIST**

N/A

### FISCAL NOTES

Acceptance of this plan will not have any fiscal impact this fiscal year.

AGENDA ITEM#_	
FOR AGENDA OF	January 21, 2003

## CITY OF TIGARD, OREGON COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE
PREPARED BY: Cathy Wheatley DEPT HEAD OK CITY MGR OK
ISSUE BEFORE THE COUNCIL
A discussion with State Senator Ginny Burdick and State Representative Max Williams on issues of interest to Council.
STAFF RECOMMENDATION
Identify issues of interest or concern for Senator Burdick and Representative Williams.
<u>INFORMATION SUMMARY</u>
The Legislative Assembly is scheduled to convene on January 13, 2003. Senator Ginny Burdick and State Representative Max Williams will discuss issues and concerns with the Tigard City Council. In addition, beginning on February 25, Senator Burdick and Representative Williams will meet with Council on the 4 <sup>th</sup> Tuesday of each month during the Council business meeting to update Council on legislative activities.
OTHER ALTERNATIVES CONSIDERED
None
VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY
Community Character and Quality of Life, Goal 1, Communication and Strategy 3, Encourage public participation through accessibility and education.
<u>FISCAL NOTES</u>
None

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AGENDA ITEM#_	
FOR AGENDA OF	January 21, 2003

### CITY OF TIGARD, OREGON COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA ITTLE Council Discussion and Review of Social Service Grant Recipients		
PREPARED BY: <u>Craig Prosser</u> DEPT HEAD OK CITY MGR OK		
ISSUE BEFORE THE COUNCIL		
During its review of the FY 2002-03 City of Tigard Budget, the Budget Committee decided that it would be appropriate to schedule some time in the future for a discussion of social services grants. During this session, the Budget Committee will hear from four of the 11 social service grant recipients.		
STAFF RECOMMENDATION		
Hear social service agency presentations on programs, services, and future funding needs and discuss issues.		
7770776		

### INFORMATION SUMMARY

The Budget Committee requested a review of social service grant recipient programs, services, and future funding needs for several reasons:

- 1. It has been some time since social services grantees have been invited to discuss their programs with the Budget Committee.
- 2. The Committee is interested in finding out more information about exactly how grant funds are used to provide services to Tigard residents and how many residents (rather than non-residents) are served.
- 3. A concern that some grant recipients have come to view the City of Tigard grants as an entitlement rather than a grant.
- 4. Concerns over projected declines in City of Tigard General Fund balances, which will tend to limit the amount of funds available for social services grants.

Accordingly, the Budget Committee has set aside one hour during three City Council workshop sessions, August 20, November 19, and January 21 to hear presentations from grant recipients and to discuss service and funding issues with them.

Four social service grant recipients are scheduled for the January 21 meeting. The grant recipient and the amount granted by the City for the past several years are:

<u>Recipient</u>	FY 1999-00	FY 2000-01	FY 2001-02	FY 2002-03
American Red Cross	\$1,000	\$1,100	\$1,100	\$1,100
Christmas in April	\$3,000	\$2,500	\$3,000	\$3,000
Learning Adventures	\$0	\$0	\$0	\$250
Sexual Assault Resource Center	\$1,000	\$2,000	\$3,000	\$4,000

	OTHER ALTERNATIVES CONSIDERED
NA	
	VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY
NA	
	ATTACHMENT LIST
Two letters to S	locial Services grantees.
	FISCAL NOTES

No costs at this time. The discussion may impact future funding decisions

January 3, 2003

Ms. Debi Lorence Learning Adventures PO Box 230575 Tigard, OR 97218-0575

Dear Debi:

On July 17, 2002, the City Manager sent a copy of the enclosed letter and materials inviting Christmas in April, American Red Cross, Learning Adventures, and Sexual Assault Resource Center to address the Tigard Budget Committee on Tuesday, January 21, 2003 at 7:30 pm. This is a reminder of this upcoming meeting.

The format for this meeting includes a brief presentation from each of your organizations followed by a question and answer period. Each organization should plan on a total of 15 minutes for their presentation and the question and answer period.

If you have any questions about this meeting or the materials to be covered, please feel free to call me at 503-718-2486 or e-mail me at <a href="mailto:craig@ci.tigard.or.us">craig@ci.tigard.or.us</a>. I would appreciate it if you would confirm your attendance by calling Heather Block at 503-639-4171 ext. 2487 or e-mailing her at <a href="mailto:heather@ci.tigard.or.us">heather@ci.tigard.or.us</a>.

Thank you for agreeing to meet with our Budget Committee. We look forward to hearing from you.

Sincerely,

Craig Prosser Finance Director

Cc: Bill Monahan, City Manager Tigard City Council

Tigard Budget Committee (citizen members)

July 17, 2002

Seth Rosenburg Luke-Dorf Inc. 10313 SW 69th Ave. Tigard, OR 97223

### Dear Seth:

During its review of the FY 2002-03 City of Tigard Budget, the Budget Committee decided that it would be appropriate to schedule some time in the future for a discussion of social services grants. The Committee, made up of the five members of the City Council plus an equal number of citizens appointed by Council, made this decision for several reasons:

- 1. It has been some time since social services grantees have been invited to discuss their programs with the Budget Committee.
- 2. The Committee is interested in finding out more information about exactly how grant funds are used to provide services to Tigard residents and how many residents (rather than non-residents) are served.
- 3. A concern that some grant recipients have come to view the City of Tigard grants as an entitlement rather than a grant.
- 4. Concerns over projected declines in City of Tigard General Fund balances, which will tend to limit the amount of funds available for social services grants.

Accordingly, the Budget Committee has set aside one hour during three City Council workshop sessions; August 20, November 19, and January 21 to hear presentations from grant recipients and to discuss service and funding issues with them.

The Tigard Budget Committee would like to invite your organization to meet with them and to discuss your program on the date shown below. As you can see, there will be a number of organizations to review in each hour so any presentations must, of necessity, be brief and to the point, but the Committee would appreciate receiving any information which addresses the concerns listed above.

Social Services Grant Appointments  Tigard Town Hall  13125 SW Hall Blvd.  6:30 p.m.		
Tuesday, August 20, 2002	Tuesday, November 19, 2002	Tuesday, January 21, 2003
Community Action Organization	Loaves & Fishes—Senior Center	Christmas in April
Tualatin Valley Centers Luke Dorf, Inc. American Red Cross		American Red Cross
Domestic Violence Center	Good Neighbor Center	Learning Adventures
		Sexual Assault Resource Center

Please note that Council is particularly interested in hearing how Tigard residents benefit from services provided by your organization. At a council meeting in June, Council received and processed follow-up information received from Neighborshare. Councilor Joyce Patton made some comments which reflect the consensus of Council. Those comments, transcribed from the minutes of the meeting, are attached. Please take note of Councilor Patton's comment about the potential reduction in city funding in future years.

If you have any questions about these presentations, please feel free to contact me or Craig Prosser, Tigard Finance Director.

Sincerely,

William A. Monahan City Manager

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AGENDA ITEM#	
FOR AGENDA OF	01-21-03

### CITY OF TIGARD, OREGON COUNCIL AGENDA ITEM SUMMARY

SSUE/AGENDA TITLE Discuss Proposed Intergovernmental Agreement between City of Tigard and Clean Water Services
PREPARED BY: Ed Wegner DEPT HEAD OK CITY MGR OK
ISSUE BEFORE THE COUNCIL Staff to discuss the intergovernmental agreement (IGA) with Clean Water Services.
Staff will provide discussion on the Intergovernmental Agreement with Clean Water Services and will be recommending approval and authorization for the Mayor to sign the IGA at the January 28, 2003 Council meeting.
INFORMATION SUMMARY  Staff has completed the negotiations with Clean Water Services (CWS) staff and is comfortable with the agreement being presented tonight. This IGA has been in the negotiation stages for approximately two years. The agreement will replace the previous IGA and is based on a model IGA prepared for all the cities in Washington County. This IGA is intended to memorialize the current relationship between CWS and the City which evolved when the original County Service District was formed.
<ul> <li>Listed below are two key issues in the agreement that will affect Tigard into the near future:</li> <li>Agreement to adjust service boundaries with Tigard being asked to operate and maintain areas currently outside the City limits. This change will increase our responsibility area by an estimated 70 percent. The effective date of this change will be July 1, 2004.</li> <li>Clean Water Services in conjunction with the member cities will be undertaking a new revenue sharing methodology in the upcoming year. Tigard has retained the right to abandon this agreement should an inadequate revenue sharing methodology be reached.</li> </ul>
OTHER ALTERNATIVES CONSIDERED N/A
VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY Although not directly stated as a Visioning Task Force Goal, this issue should be addressed in a more efficient method of delivery of services to citizens and ratepayers.
ATTACHMENT LIST  1. Reasons for Change Memo 2. Agreement
FISCAL NOTES

All costs for the City to be responsible for maintenance outside the City of Tigard will be reimbursed by Clean Water Services.

### **Reasons For Change**

For over 18 months, Clean Water Services and the cities have been working toward crafting revised language to the 1990 Intergovernmental Agreement. The major factors driving the critical need to move ahead with adoption of this revised Intergovernmental Agreement are highlighted below:

### I. Out of Date

The current Clean Water Services-City Agreements were originally adopted in 1970 with only minor modifications through 1990. In that year, surface water management responsibilities were added to the District and changes made to the Agreement reflecting this added responsibility. In reviewing the existing Agreement within the context of current/pending regulatory requirements (Clean Water Act, Endangered Species Act, Metro Title 3), the dramatic escalation of sewer treatment costs, new service delivery initiatives (Conveyance System Management Study), and the District's legal responsibilities for managing revenues and expenditures under ORS 451, it is clear that the existing Agreements are incomplete and do not reflect current operating conditions within the urban area of Washington County. The revised agreement better reflects these current conditions.

### II. Regulatory Compliance

Under ORS 451 and as the lead District in terms of the National Pollutant Discharge Elimination System (NPDES) and overall Clean Water Act (CWA) compliance, Clean Water Services is the permittee for both sanitary sewer and storm water regulations. While Clean Water Services is the responsible party, federal and state regulatory agencies have determined that the existing language in the Clean Water Services-City Agreements does not clearly delineate Clean Water Services' authority to mandate specific compliance actions within the cities. The revised Agreement restates this authority (already established under ORS 451) by clearly designating Clean Water Services as the lead entity in responding to permit issues throughout the service area.

### III. Service Delivery Efficiencies

The urban area of Washington County covers 123 square miles. Within that area are over 1,400 miles of sanitary sewer pipe, 26,500 catch basins and 890 miles of storm lines. Clean Water Services and the cities share field maintenance responsibilities for these collection systems. The current Agreement has provided the basis for assigning general system responsibilities and establishing very basic criteria for performing field maintenance activities. The unprecedented rate of development within the urban growth boundary and the corresponding expansion of sanitary sewer and storm water system inventory have highlighted the need to better define and coordinate the field maintenance operations of the District and cities. The work planning program and service area maps developed with the cities over the last two years and included in the proposed City Agreements are key steps toward implementing a more cost-effective approach toward sanitary and storm water system maintenance. This efficiency will translate into better service and long-term savings for all ratepayers in the urban area of Washington County.

H:\City Agreements\Correspondence, Comments\Reasons For Change 5-02.doc

### IV. Coordinated Financial Management

Under the current Agreement, the District and cities jointly provide field services under a framework, which generally assigns to the individual jurisdictions the physical areas of responsibility and the system inventory to be maintained. Under the District's rules, uniform percentage allocations of service charge revenue are made between the cities and Clean Water Services; 75% of storm water rate revenue is retained by the City and 30% (after revenue bonds) of the sanitary sewer rate revenue remains with the cities. These percentage allocations have been used since 1990 and 1970 respectively. Neither is supported by actual cost or system inventory data. Based on the revised division of responsibilities, field maintenance activities will be supported through actual cost data developed in a consistent manner between the District and cities. The basis for these allocations -19 specific field maintenance standards - has been developed with the cities through the Conveyance System Management Study. All information collected will be routinely shared with the cities. In terms of funding, rate setting and financial management, both the existing and revised Agreements provide the District with authority to manage revenues and expenditures throughout the service area. Our revised approach establishes a procedure to better manage the allocation of service charge revenues for field maintenance activities.

These areas highlight the major changes to the Agreement, which the District believes necessary to meet regulatory requirements and better manage how Clean Water Services and the cities do business. As in the past, the District commits itself to working with the partner cities in providing the highest quality and lowest cost sanitary and storm services. This revised Agreement is an important step toward assuring this level of service into the future.



December 16, 2002

Mr. William A. Monahan, City Manager City of Tigard
13125 SW Hall Boulevard
Tigard, OR 97223

RECEIVED C.O.T

DEC 18 2002

Administration

SUBJECT: INTERGOVERNMENTAL AGREEMENT

Dear Bill:

Thank you for continuing through the review process to finalize the Intergovernmental Agreement between the City of Tigard (City) and Clean Water Services (District). I believe we have made all the revisions we discussed at our last meeting.

Following is a summary of our response and action to each of the comments. I have enclosed two copies of the Agreement, showing changes from the earlier draft in **red** and new changes to address the most recent comments in **lavender**.

- Recitals No additional changes were made from what was proposed in the earlier draft.
- 3.B.2 The phrase "necessary to comply with state or federal permits, laws or regulations" has been added to address the City's concern.
- 3.C.2 The reference to the City's issuance of a Stormwater Construction Permit has been deleted, as the City does not issue this type of permit.
- 3.C.3 The opening statement of this section refers to the "City review and initial approval, forward proposed construction drawings to the District..." and not land use approval. Additionally, I understand the City's concern with a timely District review. Section 2.04.3 of the District's Design and Construction Standards states that the District "shall endeavor to approve, return for revision, or reject the plans within 15 working days." A sentence has been added to this section reflecting this commitment.
- 3.C.6 The phrase "and security for bonds" has been added as requested.
- 3.C.8 Language regarding the waiver of fees has been added.
- 3.C.9 Language has been added to confirm that the City retains the responsibility to issue land use approvals and building permits.

- 3.D.1 Language has been added to clarify the City's right to decline responsibilities outside the City limits.
- 4.B Language has been added regarding notification to the City of proposed revenue decreases and other proposed changes affecting the City's Five-Year Operating Plan.
- 4.D No changes were made as the section already states that changes will only occur if necessary to comply with state or federal permits, laws or regulations.
- 5.B Language has been added to address the insurance requirement if either party is unable to obtain types as specified in the Agreement.

In addition, there are various small wording and format changes shown in color.

In our meeting, Ed Wegner discussed the City's Five-Year Operating Plan, and outlined the following schedule to bring the Agreement before the City Council.

•	January 3, 2003	Submit Final Agreement to the City
•	January 22, 2003	Discuss Agreement at the City Council Workshop
•	January 24, 2003	Finalize Agreement (due to January 22 discussion)
•	February 11, 2003	Consider Agreement for Adoption by City Council

If you have <u>any</u> concerns or questions regarding the revised Agreement or proposed schedule for adoption, please do not hesitate to contact me at (503) 846-3464 or <u>cruzb@cleanwaterservices.org</u>. Again, thanks, Bill for your cooperation and the amount of time you have devoted to finalizing this Agreement. Your efforts are greatly appreciated.

Sincerely,

Robert C. Cruz, Director

Conveyance Systems Department

/tah

Enc.

cc: Bill Gaffi Jerry Linder Chris Bowles

Shaun Pigott Associates

## INTERGOVERNMENTAL AGREEMENT BETWEEN \_\_\_\_\_ AND CLEAN WATER SERVICES

THIS AGREEMENT is	made and entered into as of the	day of
, 2002, between the City of	a municipal corporation of the St	tate of
Oregon, hereinafter referred to as "City,"	and Clean Water Services, forme	rly Unified
Sewerage Agency, a municipal corporati		
referred to as the "District."	•	

WHEREAS, the District was duly formed and organized under ORS Chapter 451, has the authority to provide sanitary sewerage treatment facilities, and to provide for storm and surface water management within its boundaries; and City is within the District by action of its Council pursuant to an election duly conducted within the boundaries of the District; and

WHEREAS, the District and Cities have established and will continue to maintain an effective partnership for sanitary sewerage and surface water management services which this agreement is designed to support, enhance, and clarify; and

WHEREAS the City has authority to operate and maintain sewerage and surface water management systems as provided for under its charter, relevant laws, rules and the Agreement. The City performs a variety of functions critical to the operation, maintenance and management of sewerage and surface water management facilities as outlined in the Agreement. It is anticipated that this Agreement may periodically require updating or modification by agreement of the parties; and

WHEREAS as a county service district organized under ORS 451, the District has the legal authority for the sanitary sewerage and storm water (surface water) management programs within its boundaries consistent with relevant laws, rules and agreements. The District performs watershed, sub-basin and facility planning, develops standards and work programs, is the permit holder, and operates and maintains wastewater treatment facilities, surface water collection system and sanitary sewer systems within unincorporated areas and within certain cities within its boundaries. The District also performs various ancillary functions throughout the basin and within various cities; and

WHEREAS in 1970, City, by action of its Council pursuant to an election duly conducted within the boundaries of the District, agreed to be within such sanitary sewer district; and

WHEREAS in 1989, City consented by action of its Council to have District manage storm and surface water drainage within the District's boundary, including those portions of the system within the City, and consented to the petition to the Portland Metropolitan Area Boundary Commission (Boundary Commission) to expand District's

authority to include storm and surface water drainage management, which was granted by the Boundary Commission; and

WHEREAS District and Washington County Cities have enjoyed a strong and effective partnership over more than three decades since District's formation. This partnership has greatly enhanced protection of public health and the environment and has been the foundation of enormous economic growth. Collaboration built through communication must remain as its cornerstone. Accordingly, the District and the City commit to cooperatively and openly engage each other in the timely discussion of topics of interest to the other party. A variety of forums and means will be employed to promote the above such as the Washington County Managers meetings, the City/District Technical Committee as well as ongoing individual communications.; and

WHEREAS, City and District have the authority to enter into contracts for the cooperative operation of service facilities under ORS 451.560 and ORS Chapter 190; and

WHEREAS, City and District previously entered into an Agreement for the cooperative operation of sanitary sewer and surface water facilities, and said Agreement is in need of amendment.

NOW, THEREFORE, in consideration of the covenants and agreements to be kept and performed by the parties hereto, it is agreed as follows:

### Section 1. Definition of Terms

Wherever the following terms are used in this agreement they shall have the following meaning unless otherwise specifically indicated by the context in which they appear:

- A. <u>Area of Geographic Responsibility</u> means the area set forth in the map attached as Exhibit A as may be amended.
- B. Board means the Board of Directors of the District, its governing body.
- C. <u>Chief Executive Officer</u> means the City official responsible for managing the day-to-day business affairs of City.
- D. <u>Council</u> means the City Council, governing body of City.
- E. <u>Industrial Waste</u> means any liquid, gaseous, radioactive or solid waste substance or a combination thereof resulting from any process of industrial or manufacturing business, or from the development or recovery of natural resources. For the purposes of this agreement, Industrial Waste shall also include any substance regulated under 33 USC Sec 1317, together with regulations adopted thereunder.

- F. Operation and Maintenance means the regular performance of work required to assure continued functioning of the storm and surface water system and the sanitary sewerage system and corrective measures taken to repair facilities to keep them in operating condition, and in compliance with the requirements of applicable laws, regulations, and permits.
- G. Order means Resolutions, Orders and Directives of the District prescribing general standards and conditions for construction or use of the storm and surface water facilities and the sanitary sewerage facilities, and Rates and Charges.
- H Person means the state of Oregon, any individual, public or private corporation, political subdivision, governmental agency, municipality, industry, co-partnership, association, firm, trust, estate or any other legal entity whatsoever.
- I. <u>Program Funding</u> means the revenues made available to City through Section 4. of this agreement to follow the adopted work programs and performance standards.
- Rates and Charges are defined in the District's "Rates and Charges"
  Resolution and Order (R&O) No. 01-34, or as may be amended. The following terms when used in this agreement shall be as defined in that R&O:

Dwelling Unit Equivalent (DUE)

- 2. Equivalent Service Unit (ESU)
- 3. Impervious Surface Area
- 4. Permit Application and Inspection
- 5. Sanitary Sewer Service Charge
- 6. Sanitary System Development Charge (SDC; Connection Charge)
- 7. Storm and Surface Water Service Charge
- 8. Storm and Surface Water System Development Charge
- K Sanitary Sewerage System means any combination of sewer treatment plant, pumping or lift facilities, sewer pipe, force mains, laterals, manholes, side sewers, laboratory facilities and equipment, and any other facilities for the collection, conveyance, treatment and disposal of sanitary sewage comprising the total publicly-owned Sanitary Sewerage System within District jurisdiction, to which storm, surface and ground waters are not intentionally admitted.
- L. <u>Standards</u> means the standards and conditions of use of the storm and surface water system and the sanitary sewer system as specified and adopted by the District. Standards also shall mean applicable statutes and rules of the United States and the State of Oregon.

- M. Storm and Surface Water System means any combination of publicly owned storm and surface water quality treatment facilities, pumping or lift facilities, storm drain pipes and culverts, open channels, creeks and rivers, force mains, laterals, manholes, catch basins and inlets, grates and covers, detention and retention facilities, laboratory facilities and equipment, and any other publicly owned facilities for the collection, conveyance, treatment and disposal of storm and surface water comprising the total publicly owned Storm and Surface Water System within District's jurisdiction, to which sanitary sewage flows are not intentionally admitted.
- N. Work Program and Performance Standards are adopted by the District after considering input from the cities to define the activities required to operate and maintain the sanitary sewer and storm and surface water systems.

### Section 2. Determination of Programs, Rules, Policies and Standards

The District is responsible for the management and operation of the sanitary sewer and storm and surface water systems within its boundary, and is the designated permittee who shall obtain and enforce timely compliance with relevant federal and delegated state Clean Water Act permits for treatment plants, collection systems, and stormwater. The District, after considering input from the cities, shall adopt orders, standards, specifications, work programs, and performance criteria for the proper and effective operation of the sanitary sewer and storm and surface water systems and to comply with state and federal permits, laws and regulations. In addition, the District, after considering input from the cities, shall have the authority to make changes to its orders, work programs and performance Standards. Any such changes to work programs and performance standards that the Board determines are required by state and/or federal permits or regulations will become effective 90 days from the date of notice to City by District or as mutually agreed to. Any changes to work programs and performance standards, not required by state and/or federal permits and regulations, shall be mutually agreed to by the District and City before they become effective. Proposed changes not required by state and/or federal permits and regulations should be communicated between the District and the City in or before December September of the year before they are to be implemented to allow District and City to budget appropriately for the following fiscal year.

A. City agrees to follow and enforce the Orders, Standards, specifications, work programs, and performance criteria promulgated by the District, subject, however, to program funding and to the extent that City may be lawfully authorized to act. The City shall not be responsible for any failure to act or defect in performance caused by lack of adequate program funding, inadequacies in the Work Program and Performance Standards as adopted by the District, or lack of lawful authority to act. Lack of adequate funding from the District and compliance with the Work Program and Performance Standards as adopted by the District shall be absolute defenses to any claim against the

City under this Agreement. City further agrees to notify District of apparent violations of the subject Orders, Standards, specifications, work programs, and performance criteria, of which it has knowledge, which may require District legal action or enforcement. Section

### 3. Division of Responsibilities

### A. Division of Responsibilities

The purpose of this agreement is to delegate to and contract with the City to perform specific functions. The responsibilities of the District and City are defined in this Section and Appendix A. Exhibit A is a map showing boundaries of responsibility between the District and City and is hereby made a part of Appendix A and incorporated into this agreement.

2. All functions relating to the subject matter of this Agreement not specifically listed in this Section or Appendix A as being the responsibility of City shall remain the responsibility of the District.

### B Procedure for Modifying the Division of Responsibilities

- . Responsibilities defined in this Section and Appendix A may be modified from time to time with approval in writing by the City Manager or designee and the District General Manager or designee.
- 2. Responsibilities defined in this Section and Appendix A may be modified by the District Board after receiving input from the City and determining the change is necessary to comply with state or federal permits, laws or regulations. The District Board shall not reduce the total scope of City responsibilities without consent of the City unless there is a change in the program or funding requiring the reduction, or unless the Board determines the City has failed to correct identified instances of nonperformance related to the adopted standards that are necessary to comply with state or federal permits, laws or regulations.
- 3. Upon reasonable notice from City to District, District shall assume responsibility for any portion of the program defined in this Section and Appendix A. Reasonable notice shall be at least six (6) months, unless agreed to in writing by the District and City. Corresponding adjustments to the revenue allocation shall be made to reflect the change in responsibility upon implementation of such changes. City shall be responsible for correcting or paying to have corrected any deficiencies in the system resulting from non-performance of the programs under its responsibility, subject, however, to funding availability.
- 4. The responsibilities defined in Appendix A and responsibility boundaries defined in Exhibit A are not changed due to City annexations of area

currently inside the District's boundary. Provided that after formal adoption and subsequent consultation between the City and District, service area boundaries may be altered based on Senate Bill 122 boundary revisions. For annexations of territory not currently within the District's boundary, the District will amend Appendix A and Exhibit A to define the responsibilities for the new area in cooperation with the City and in cooperation with adjacent cities.

### C. Additional City Responsibilities

Prior to issuing any non-residential sanitary sewer permit, City shall require the applicant to prepare and submit to City a District Sewer Use Information form. City shall submit the completed form to the District. The District will determine if an Industrial Waste Discharge Permit is required. The District will respond within 15 days.

- 2. Require persons who are proposing 'development', as defined in the District's Design and Construction Standards Resolution and Order, to obtain a Service Provider Letter from the District. City shall not issue a stormwater construction (insert name of Tigard permit) permit without verification that the District has issued a Service Provider Letter.
- 3. Following City review and initial approval, forward proposed construction drawings to the District for the following:
  - a) Any addition, modification, construction, or reconstruction (other than repairs) of the publicly-owned sanitary sewerage system and storm and surface water system. District will review these drawings to assure conformance to adopted District standards, orders, and master plans.
  - b) Any "development" as defined in the District's Design and Construction Standards Resolution and Order. District will review these drawings to assure conformance with the conditions of the Service Provider Letter issued following the provisions in Section 3.C.2.

The District shall not charge a fee for these types of reviews. The City shall not approve or issue permits for such work until it receives notification of District approval. The District shall complete its reviews within 15 working days from its receipt of complete construction drawings from the City, otherwise the City may consider the drawings a being approved by the District.

4. The City may notify the District in writing that it wishes the District to issue Connection Permits for either or both of the sanitary or storm water

systems. In such cases, the District shall not issue Connection Permits until the City indicates in writing that the development complies with the City's standards. City will collect all connection, permit, and development fees for developments within the City unless City and District agree that the District will collect the fees.

- 5. Other than for issuance of connection permits, obtain District review and approval prior to entering into any agreement for the use of the Storm and Surface Water System or the Sanitary Sewerage System.
- 6. Inform the District in writing not less than 30 days prior to initiating or entering into any agreement for the financing or incurring of indebtedness relating to the storm and surface water system or the sanitary sewerage system. Revenues allocated by the District to the City for the performance of functions identified in Appendix A are considered restricted, and may only be used to perform those functions (including reasonable administration and security for bonds) delegated to the City for such things as operation and maintenance of the sanitary or storm and surface water system. City shall not obligate any assets or facilities of the District's sanitary or storm and surface water system for any debt. For purposes of debt funding, the District's asset schedule for storm and surface water and sanitary sewer facilities shall be the basis for determining ownership within City boundaries. In general, sanitary sewer lines 24" and over are the property of the District regardless of location, as are sanitary treatment plants and pump stations, and storm and surface water quality and quantity facilities that are one acre or greater in surface area.

Allow the District access at any reasonable time upon reasonable notice to inspect and test storm and surface water facilities and sewerage facilities within City and City Area of Geographic Responsibility.

- 8. Grant the District permits from time to time as may be necessary for the installation of storm and surface water facilities and sewerage facilities in the public streets and ways of City without imposing permit issuance fees, but only to the same extent as the City waives such fees for itself, and provided that the District shall adhere to any conditions required pursuant to ORS 451.550(6).
- 9. To issue no new permit for the construction within, or modification to, a wetland, floodway, or floodplain without first receiving the written approval by the District, pursuant to Section 5.D. This paragraph shall not apply to permits issued by City pursuant to a current permit under 33 USC Section 1344(e) (a section 404 general permit), and within the scope of such permit. This section does not apply to actions related to

City flood insurance program. The City retains the responsit issue land use approvals and building permits.

- 10. To pursue, when City deems feasible and appropriate, the conversion of storm and surface water facilities from private to public ownership, through the acquisition of easements and other property rights as necessary, for those privately owned storm and surface water facilities which are identified as being necessary or appropriately a part of the public system.
- 11. To the extent that it is so required by law or regulation, City shall comply with Oregon Administrative Rules (OAR) Chapter 340, Division 49, "Regulations Pertaining to Certification of Wastewater System Operator Personnel," including the obligation that City shall have its wastewater collection system supervised by one or more operators certified at a grade level equal to or higher than the system classification shown on page 1 of District's NPDES permit, issued by the State. The District shall notify City of any modification to the NPDES permits affecting their operations.

### D. City Responsibilities Outside of its City Limits

Not withstanding the procedures in Section 3.B, City is not obligated by this agreement to accept responsibility for any programs or work activities outside of its City limits unless the City agrees to accept responsibilities outside of the City limits as set forth in Appendix A.

2. To the extent City has agreed to responsibilities both inside and outside of its City limits, for activities which are the responsibility of City, City shall perform the work to meet the minimum requirements specified in the District's adopted Work Programs and Performance Standards. When the same type of service is being performed by City both inside and outside City, the service shall be prioritized and performed in a like manner in each area, including the response to storms and other emergencies. The exception shall be if City provides a higher degree of service inside City due to its own supplemental funding.

### Section 4. Determination and Division of Revenue; Operating Procedures and Rules Relating to Revenue

A. After consultation between City and District staff, the District Board shall determine and certify annually for both the sanitary sewerage system and for the storm and surface water system the monthly service charge and system development charge. The City agrees to impose these charges as a minimum. The City may impose additional charges as allowed in Section 4.E.4.

- B After consultation between City and District staff, the District Board shall determine and certify annually for both the sanitary sewerage system and for the storm and surface water system the portion of the monthly service charge and system development charge to be retained by the City for performance of the functions defined in this Agreement and for the City's share of annual debt service payment. Notification to the City of such determination shall be made by December of the current. Except as provided in Section 4.D, District shall notify City by the September preceding the start of the next Fiscal Year of any proposed decrease in the monthly service charge and system development charge to be retained by the City and any other proposed changes that could affect the City's 5-Year Sanitary Sewer or Stormwater Financial Forecast Plan
- C. The District Board shall not implement any significant change in the division of monthly service charge revenue from that shown in the Rates and Charges Resolution and Order No. 01-34 effective Fiscal Year 2001/2002 until July 1, 2003 with the following exceptions:

The Board may make routine principal and interest adjustments for debt service repayment.

The Board may make adjustments in response to significant increases or decreases in program responsibilities

D. Changes in the division of revenue will typically be made as a part of the annual Fiscal Year budget process. However, the division of revenue may be adjusted by the District to recognize changes in responsibilities that occur outside the normal budget cycle after coordination and communication with the Cities. Any such mid-year changes in the division of revenue initiated by the District Board shall only be implemented when the Board determines such a change is necessary to comply with state or federal permits, laws or regulations. If there is a mid-year change in responsibilities, which the District determines to be significant, the District Board may, upon 60 days notice to City, adjust the division of revenue outside of the annual budget process

### E. Operating Procedures Relating to Revenue

- 1 City shall remit to the District the portion of sanitary sewer service charges and systems development charges collected, and storm and surface water service charges and systems development charges collected, less the City Portion, as identified in Section 4.B.
- 2. Payments shall be remitted on a monthly basis, with a report on District designated forms.

- 3. Payments to the District of revenue collected by the billing party shall be due within 20 days following the end of each month, unless the payment has been appealed by the billing party.
- 4. City may charge and collect a service charge or system development charge at a higher rate per DUE and ESU than that set by the District when the City determines it is needed for the local City system. The City shall retain 100% of these additional revenues collected. Such additional charge shall be consistent with the services provided by City and with applicable federal rules in order to preserve eligibility for grants and other funding programs.
- 5. City may request District to perform permit and inspection services for private development construction of public storm and surface water facilities and sanitary sewer facilities, and for erosion control. City shall remit to the District the fee set forth in District's Rates and Charges to compensate District for its costs for such services performed relative to these fees, as prescribed by District Order or separate agreement with City.
- 6. For Industrial Waste fees, District shall remit to City a percentage of system development charges, volume, and monthly service charges collected equal to the percentages of service charges retained by the City as defined in Section 4.B. District shall retain one hundred percent (100%) of the annual Industrial Waste permit fee, and any penalty fees, COD, SS (as those terms are defined in the Rates and Charges) and other fees related to Industrial Waste that may be assessed.
- 7. City will institute administrative procedures to diligently maintain regular billings and collection of fees, adjust complaints thereto, and pursue delinquency follow-ups and take reasonable steps for collection thereof.
- 8. City and District shall each establish separate accounts for the storm and surface water program and sanitary sewerage program for the purpose of accounting for service charges and systems development charges collected and received pursuant to this agreement.
- 9. District or City may at any reasonable time upon reasonable notice inspect and audit the books and records of the other with respect to matters within the purview of this Agreement.
- 10. City and District shall each prepare and submit to each other a performance report of the storm and surface water functions, and the sanitary sewer functions for which each is responsible. After

- consultation with the City, District will specify the requirements, frequency, and content of the performance report.
- 11. The City and District may, each at its own cost, install permanent and temporary volume and quality monitoring stations, and other monitoring equipment, to determine the effectiveness of City and District programs.
- 12. Interest may accrue on late monthly payments as specified in Section 4.E.1 at a rate of 1.25 times the monthly Local Government Investment Pool (LGIP) earnings rate as posted for the previous month, and will be applied each month to the unpaid balance.

### Section 5. Administrative and Operating Provisions

- A. The District will not extend sewer service to areas outside the City except with prior approval of the City where such areas are included in the Urban Planning Area Agreement between the City and the appropriate county or counties and any of the following exists:
  - 1 A new or existing single family property desires sewer service and needs to directly connect to a sewer line within the city.
  - 2. A new development desires sewer service and needs to directly connect a lateral or mainline public sewer directly to a sewer line within the city.
- B Each party shall obtain and maintain in full force and effect for the term of this agreement, at its own expense, comprehensive general liability and automobile insurance policies for bodily injury, including death, and property damage, including coverage for owned, hired or non-owned vehicles, as applicable, for the protection of the party, and the other party, its elected and appointed officials, officers, agents, employees and volunteers as additional insureds. The policies shall be primary policies, issued by a company authorized to do business in the State of Oregon and providing single limit general liability coverage of \$2,000,000 and separate automobile coverage of \$1,000,000 or the limit of liability contained in ORS 30.260 to 30.300, whichever is greater. If either party is unable to obtain insurance as required by this sentence, the parties shall cooperate on amending this Section to require types and levels of insurance that are available. The certificates shall provide that the other party will receive thirty (30) days' written notice of cancellation or material modification of the insurance contract at the address listed below. Each party shall provide certificates of insurance to the other party prior to the performance of any obligation under this agreement. If requested, complete copies of insurance policies shall be provided to the other

- party. Each party shall be financially responsible for their own deductibles, self-insurance retentions, self-insurance, or uninsured risks.
- C. District will not establish local assessment districts within City, without first obtaining City approval.
- D. District will process applications from City pursuant to Section 3.C.9 for Wetland, Floodplain, and Floodway modifications. Timely review of the application shall be provided by the District. Upon review and approval by District, and upon request by City, the District shall act as a facilitator and liaison for State and Federal review and permit processes.
- E. The City shall report all sanitary sewer overflows that it becomes aware of to the District within 24 hours of learning of the overflow. The City shall require all permittees of the City to report sanitary sewer overflows to the City. City agrees to reimburse District for any expense, costs, damages, claims, fines, or penalties incurred by District that result from or are related to City's failure to so timely and adequately report.
- F. This agreement is for the benefit of the parties only. Each party agrees to indemnify and hold harmless the other party and its officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death or damage to property or the environment on account of or rising out of the operation of this Agreement, including the performance or non-performance of duties under this Agreement, or in any way resulting from the negligent or wrongful acts or omissions of the indemnifying party and its officers, employees, and agents. In addition, each party shall be solely responsible for any contract claims, delay damages or similar items arising from or caused by the action or inaction of the party under this agreement. Inability to perform an activity or to properly perform because of insufficient funding from the District is not a negligent act or omission or willful misconduct of the party charged with the activity but shall be the responsibility of the District. Performance of any activity in compliance with the Work Program and Performance Standards as adopted by the District is not a negligent act or omission or willful misconduct.
- G. District and City acknowledge that District may receive notices of violation or fines from state or federal agencies for violations of state or federal rules. As the permittee and the entity that establishes standards and controls payment, District shall be responsible for responding to notices of violations and for payment of all fines. District shall invite the City to participate in any discussions with state and federal agencies regarding notices of violation involving City actions or responsibility. City will cooperate with District in the investigation and response to any notice of violation involving actions relating to actions or responsibilities of the City. If a fine is imposed, City

shall reimburse District to the extent that the fine results from non-performance of adopted programs or non-compliance with District, state, or federal rules or policies by the City and those acting on behalf of the City. If possible, the City shall reimburse the District prior to the date due for payment of the fine. The City shall not be responsible for reimbursement if the City's non-performance or non-compliance was caused by lack of adequate funding by District. If more than one party is responsible, the City's responsibility for reimbursement payment will be allocated based on the degree of responsibility and degree of fault of the City. Disputes over the amount of reimbursement shall be resolved by the dispute resolution process set out in Section 6 of this Agreement. To the extent that the City is required to perform any work to correct a violation, District shall provide adequate funding for the work to be performed, unless the violation was caused by the City's omission or misconduct.

- H. Nothing in this Agreement shall be construed as a limitation upon or delegation of the statutory and home rule powers of City, nor as a delegation or limitation of the statutory powers of District. This Agreement shall not limit any right or remedy available to City or District against third parties arising from illegal acts of such third parties.
- I. Where this Agreement calls for review or approval of a fee or charge, District shall perform such review in a timely manner, shall not unreasonably withhold approval, and shall provide its decision to City in writing. If, within 30 days of written request by City for approval by District, the District has failed to provide a written response, the request shall be deemed approved.

### Section 6. Dispute Resolution; Remedies

- A. In the event of a dispute between the parties regarding their respective rights and obligations pursuant to this Agreement, the parties shall first attempt to resolve the dispute by negotiation. If a dispute is not resolved by negotiation, the exclusive dispute resolution process to be utilized by the parties shall be as follows:
  - Step 1. Upon failure of those individuals designated by each party to negotiate on its behalf to reach an agreement or resolve a dispute, the nature of the dispute shall be put in writing and submitted to City's Chief Executive Officer and District's General Manager, who shall meet and attempt to resolve the issue. If the issue in dispute is resolved at this step, there shall be a written determination of such resolution, signed by City's Chief Executive Officer and District's General Manager, which determination shall be binding on the parties. Resolution of an issue at this step requires concurrence of both parties' representatives.

- 2 Step 2. In the event a dispute cannot be resolved at Step 1, the matters remaining in dispute after Step 1 shall be reduced to writing and forwarded to the Mayor and the Chairman of the Board of Directors. Upon receipt of the written issue statement, the Mayor and Chairman shall meet and attempt to resolve the issue. If the issue is resolved at this step, a written determination of such resolution shall be signed by the Mayor and Chairman. Resolution of an issue at this step requires concurrence of both the Mayor and the Chairman.
- 3 Step 3. In the event a dispute cannot be resolved at Step 2, the parties shall submit the matter to mediation. The parties shall attempt to agree on a mediator. In the event they cannot agree, the parties shall request a list of five (5) mediators from the American Arbitration Association, or such other entity or firm providing mediation services to which the parties may further agree. Unless the parties can mutually agree to a mediator from the list provided, each party shall strike a name in turn, until only one name remains. The order of striking names shall be determined by lot. Any common costs of mediation shall be borne equally by the parties, who shall each bear their own costs and fees therefor. If the issue is resolved at this step. a written determination of such resolution shall be signed by both parties. Resolution of an issue at this step requires concurrence by both parties. In the event a dispute is not resolved by mediation, the aggrieved party may pursue any remedy available to it under applicable law.
- B. Neither party may bring a legal action against the other party to interpret or enforce any term of this Agreement in any court unless the party has first attempted to resolve the matter by means of the dispute resolution of subsection A above. This shall not apply to disputes arising from a cause other than interpretation or enforcement of this Agreement.
- C. Parties may mutually agree in writing to waive any of the above steps, or to enter into alternate processes or additional processes such as binding arbitration prior to filing legal action.

### Section 7. Effect of this Agreement

This Agreement shall supersede all prior agreements of similar scope and subject matter, including amendments and the "City Committee Agreement" between the parties with respect to sanitary sewerage and service, storm and surface water management; provided that, except as expressly modified herein, all rights, liabilities, and obligations of such prior agreements shall continue. This Agreement shall be effective upon its execution by both parties hereto, and shall continue in effect for four renewable terms of five years each. This Agreement shall be deemed automatically renewed for a single succeeding five year term up to a limit of 25 years, unless either party gives the other written notice

not less than one year prior to the nominal expiration of term of its intent not to renew this agreement. If District enters into an intergovernmental agreement with any other city in its territory covering the same subject as this Agreement and if any of the provisions of the other agreement differ from this Agreement, the City may elect to replace any provision of this Agreement with the parallel provision from the other agreement, with the exception of Appendix A and Exhibit A. The replacement shall be effective on receipt by District of written notice from the City. This Agreement may not otherwise be modified except by written amendment or as otherwise specified in this Agreement.

### Section 8. Amendments

At any time, either party may request in writing to open this Agreement for specific amendment. If such request is made, the other party must respond within 90 days. If the parties do not agree and the party requesting such amendment desires to proceed with the amendment, then remedies pursuant to Section 6 shall apply. All amendments shall be in writing and approved by the governing body of the respective parties.

### Section 9. Severability

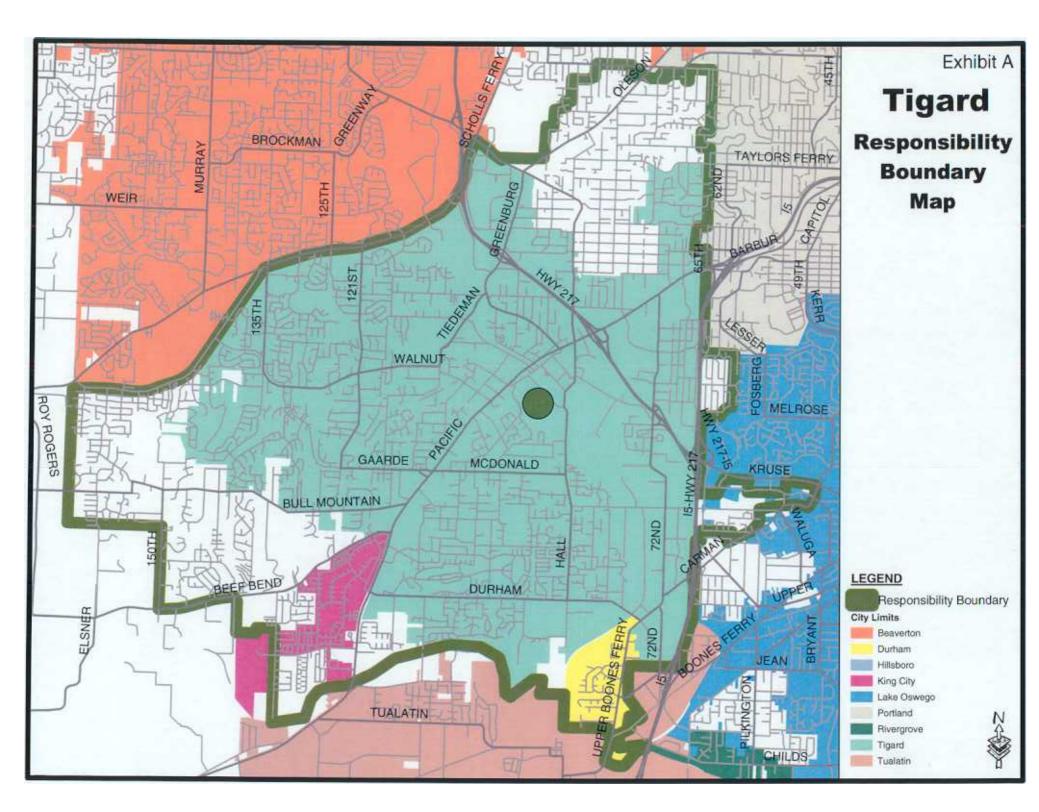
In the event a court of competent jurisdiction shall deem any portion or part of this Agreement to be unlawful or invalid, only that portion or part of the Agreement shall be considered unenforceable. The remainder of this Agreement shall continue to be valid.

IN WITNESS WHEREOF, this instrument has been executed in duplicate by authority of lawful actions by the Council and District Board of Directors.

CLEAN WATER SERVICE OF WASHINGTON COUNTY, OREGON	CITY OF	, OREGON
By Chairman, Board of Directors	By Mayor	
Approved as to Form:	Attest:City Re	
Attorney for District	City Attorney	/

APPENDIX A	10/3/2002		
DIVISION OF RESPONSIBILITIES		JULY 1, 2003	
Tigard	Inside City, and Inside Responsibility Boundary	Outside City, and Inside Responsibility	Inside City, and Outside Responsibility Boundary *(See Note Below)
Sanitary Maintenance			
Lines under 24"			
Line Cleaning	City	City	
Root Cutting		City	
Emergency response		City	
Overflow and Complaint response		City	
O Vernow and Complaint response	Oity	Oity	
Cross connection investigation and response	City	City	
Manhole adjustment		City	
Non-structure line sealing and point repair	A.W.	District	
Manhole rehabilitation (sealing)		District	
TV inspection		City	
Compilation of TV reports and system		Ony	
evaluation		District	
I&I abatement and system rehabilitation		Didition	
projects		District	
Root Foaming		District	
Structural line repairs	District Funds, Work done as determined by City and District	District Funds, Work done as determined by City and District	
Lateral Repairs in Public Right of Way	District Funds, Work done as determined by City and District	District Funds, Work done as determined by City and District	
Line replacements	District Funds, Work done as determined by City and District	District Funds, Work done as determined by City and District	
Pump station maintenance	District	District	
Vector Control	City	City	
Utility Locates	City	City	
Offroad inspection and locator post		800	
maintenance		City	
Easement and Access Road Maintenance	City	City	
Li 048 1			
Lines 24" and Larger			
All maintenance, inspection, repair, and replacement		District	
SWM Maintenance			
Line Cleaning	City	City	
Root Cutting	100000	City	

Catch Basin cleaning	City	City	-
Water quality manhole maintenance	ry City	City	
Storm and emergency response		City	
Complaint response investigation and reporting	City	City and Dariet	
Street Sweeping	City	City	
Manual Browning English Quality facility maintenance	City Local, District	City Local, District Regional	
Water Quantity facility maintenance	City Local, District Regional	City Local, District Regional	And the second s
Maintenance of public Streams/creeks/open	Gi.	District .	Action of the control
Public Information, needs describe channels	City	City	ay to the same and a secondary.
Processing and disposal of sweeper, catch basin and storm line material (excluding	City and Ostriet / Ostrict	City and District District	The second of th
Formation and leaves)	City District no	District	The second secon
Structural line repairs	District Funds, Work done as determined by City and District	District Funds, Work done as determined by City and District	
Field Ye  For This Se City, and  Line replacements	District Funds, Work done as determined by City and District	District Funds, Work done as determined by City and District	
Pump station maintenance and operation	District	District	
Roadside ditches and piping system in County			
if be defined. Roads	District	District	
Roadside ditches and piping system in City Roads	City, Funded by Street Fund	None	tternatur i respiri della distributioni della
TV inspection	City	City	
Compilation of TV reports and system evaluation	District	District	
Proactive Leaf management program	City	City	
Utility Locates	City	City	
ENGINEERING, INSPECTION, AND SUPPORT ELEMENTS Development Process (development review,			
plan review)	City	District	
Sanitary Sewer connection permit issuance	City	District	
SWM connection permit issuance	City	District	
Billing and collection of monthly service charges	City	District	
Inspection of developer projects	City	District	
Installation of Sanitary Sewer Masterplan Projects	City 21" and under, District 24" & up	District	
Installation of Masterplan Pump Station	District	District	
Installation of SWM Masterplan Projects	City	District	
Erosion control permit issuance	City	District	
Erosion control inspection	District	District	PERSONALI P
Accounting	City	District	



AGENDA ITEM # _	
FOR AGENDA OF	January 21, 2003

## CITY OF TIGARD, OREGON COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Long Range Planning Division Program Update PREPARED BY: Barbara Shields DEPT HEAD OK CITY MGR OK
TREI ARED DT. Barbara Silicius DEI I HEAD OR CIT I MOR OR
ISSUE BEFORE THE COUNCIL
A briefing on the Long Range Planning Division Program. Staff will update Council on the Long Range Planning Program projects, activities, and priorities.
STAFF RECOMMENDATION
N/A. Review only.
<u>INFORMATION SUMMARY</u>
Staff will present a draft work program for review by the City Council. The memorandum briefly describing the proposed 2003 work program is attached (Exhibit 1) to this Agenda Item Summary.
The main objective of the January 21, 2003 presentation is to discuss and prioritize Council goals and objectives within the context of the overall Long Range Planning activities and available staff resources.
In general, the proposed program consists of three groups (tiers) of projects (Exhibit 1, Attachments 1 and 2): Tier 1 consists of 2003 policy implementation projects; Tier 2 includes federal/state/regional mandates and programs; Tier 3 includes ongoing research.
The major objective of the presentation is to have Council 1) review the overall approach to balance the Long Range Planning program; 2) review the proposed timeline for major policy projects (Tier 1) to finalize division priorities.
OTHER ALTERNATIVES CONSIDERED
N/A
VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY
N/A

### **ATTACHMENT LIST**

Exhibit 1: Memorandum to City Council dated January 7, 2003, including attachments

Attachment 1: Project by Division Time Allocation

Attachment 2: Long Range Planning Division Project and Program Update

Attachment 3: Development of 2003 Long Range Planning Program

Attachment 4: Bull Mountain Annexation Policy Development – Process Overview

Attachment 5: Downtown Task Force: Phase I Work Program

Attachment 6: Washington Square Regional Center Implementation Program

Attachment 7: Transportation System Plan (TSP)

Attachment 8: Highway 217 Study Process

### FISCAL NOTES

N/A



#### **MEMORANDUM**

#### CITY OF TIGARD

TO: Mayor and City Council

FROM: Barbara Shields, Long Range Planning Manager

DATE: January 7, 2003

SUBJECT: Long Range Planning Division Program Priorities

The main objective of the January 21, 2003 presentation is to discuss and prioritize Council goals and objectives within the context of the overall Long Range Planning activities and available resources.

### PROGRAM EVOLUTION: Make Visions Come Closer to Reality

The Long Range Planning Program continues to be involved in City's discussions on growth management policies, ranging from master subarea plans and transportation to annexations and regulatory issues for Tigard within the region. While it has been recognized that the typical/traditional focus of the Long Range Planning program is to provide a broad and visionary perspective for policy decisions, the program's emphasis is evolving to include projects related to implementation and funding to make "visions come closer to reality."

This emerging relationship between the program primary "visionary" role and the capital improvement funding pursuits is stimulated by the following:

- 1. Planning versus Grant Funding Requirements. Most of federal/state/regional funds targeted for local improvements are directly dependent on local comprehensive and functional plans. Therefore, in order to be competitive on the "grant" market, the City must have approved plans to qualify for any grant distribution process. Furthermore, there is a direct correlation between the number of adopted plans complying with the federal/regional programs and the amount of capital improvements funds the City can be awarded. The recent adoption of the Tigard Transportation System Plan and the Washington Square Regional Center Plan resulted in the City's ability to request over \$2 million for road and greenbelt improvements in the Center area and over \$200,000 in the Tigard downtown area. In just the last few years, Long Range Planning's involvement in state/federal grant funding activities totaled over \$1 million in grant funds for road and park improvements (approximately 45% for road improvements and 55% for park improvements).
- 2. Interdisciplinary Approach in Internal Project Development and Implementation. Planning by its very nature must develop and steer the implementation programs for future visions in an effective collaborative fashion to make sure that the visions are connected with reality and tied to City's funding ability for capital improvements. Consequently, Long Range Planning's emphasis has been on carrying out implementation programs through City's internal expert teams from Engineering, Public Works and Finance to make sure that the infrastructure funding portion of the program is related to the City's service capacity and financing ability.

3. Regional Focus on Project Funding. Most of the City's implementation programs are dependent on regional coordination, ranging from Washington County to Metro and state agencies. In the next few months, Tigard will be collaborating with Metro, ODOT, Washington County, and Beaverton to work on a new Highway 217 study, which will re-examine future 217 improvements and innovative funding mechanisms. The study, with the overall cost over \$1.2 million, is partially funded by FHA (Federal Highway Authority) and Metro, with a small portion of funding from local jurisdictions (Tigard's share will be \$25,000). In summary, there is an ongoing need to coordinate state and regional improvement programs with Tigard's implementation programs to make sure that Tigard is able to access the scarce federal/regional funds to make the City's "visions come closer to reality."

#### **PROGRAM COMPONENTS: Identification of Three Tiers**

For the purpose of general analysis, all long range planning activities were grouped into three tiers, presented in Attachment 1. Each tier includes a number of major projects or activities. All major programs are described in Attachment 2.

### **Tier 1. 2003 Policy Implementation Projects**

This group of projects includes activities related mostly to Council goals and objectives, which are a continuation from the last few years. These are very large projects that consume approximately 50% of the Long Range Planning Division resources. At this point, this group includes five major projects (Bull Mountain Annexation Program Development, Downtown Revitalization Program Development, Washington Square Regional Center Implementation, Transportation System Plan Implementation, and Urban Growth Boundary Implementation). Since the composition and scope of the projects in this group are directly related to Council's goals, the resource distribution within this tier reflects directly Council's priorities.

### Tier 2. Federal/State/Regional Mandates and Programs

This group of projects includes activities related to a variety of state and regional programs, which are monitored and reviewed by Planning to assure local program development compliance with federal/state/regional mandates. The projects in this group consume approximately 10% of Long Range Planning resources. This group includes two programs: development of regional riparian and wildlife protection program (Goal 5) and compliance with the Metro Housing Program (Title VII of the Metro Functional Plan).

### Tier 3. Ongoing Research and Interdisciplinary Support

This group includes three types of activities: (1) ongoing research related to census data, economic data, natural resource inventory, housing inventory, open space inventory, (2) grants research and project funding analysis support; and (3) support provided to miscellaneous programs, including GIS spatial analysis, which accesses the most comprehensive Citywide data base inventory. The projects in this group consume approximately 40% of Long Range Planning resources.

### **PROGRAM PRIORITIES: Focus on Policy Implementation Projects**

### 1. Relationship among Program Tiers

It should be noted that while the Tier 1 Policy Implementation projects (Attachment 1) involve the majority of division's resources, it is necessary to complement them with the activities from both Tier 2 and Tier 3 to create a balanced planning program (Attachment 3). The Long Range Planning program's ability to carry out Council's goals is largely dependent on an ongoing research effort to be able to analyze complex issues. Therefore, in order to create a reliable and responsive planning program, it is necessary to assure that adequate resources are devoted to Tier 2 and Tier 3 activities, which create the "core" base of the program.

### 2. Tier 1 Projects versus Council Goals

As discussed above, Tier 1 projects consume approximately 50% of the Long Range Planning Division resources. Since the composition and scope of the projects in this group are directly related to Council's goals, the resource distribution within this tier reflects directly Council's priorities. The following projects have the major impact on

Long Range Planning resources: Bull Mountain Annexation Program Development, Downtown Revitalization Program Development, Washington Square Regional Center Implementation, Transportation System Plan Implementation, and Urban Growth Boundary Implementation.

### 3. Overview of Tier 1 Policy Implementation Projects

Based on the projected resource distribution per each project (Attachment 1), below is a succinct-one-paragraph summary of each project, with a focus on project timeline and milestones:

### **A. Bull Mountain** (Attachments 2 and 4):

The Bull Mountain Facilities Plan is scheduled to be finalized in early summer this year. It may be used as a foundation for the future annexation plan, if the Council chooses to follow this path. Given the state law timeline requirements (ORS 195), the annexation plan would have to be endorsed/approved by the Council by mid summer to meet the 2003 November election deadline for the potential placement of properties on the 2004 tax roll.

### **B. Downtown Revitalization Program** (Attachments 2 and 5)

The Commuter Rail/downtown (catalyst) phase of the program is scheduled to be finalized by mid summer. This phase would include a station design alternatives program and a downtown circulation plan. The next phase of the program would begin in early summer. The scope and timeline for this second phase is dependent on the outcome of the downtown background report. The background report is scheduled to be finalized in early summer and will be used to determine Council's policy recommendations for the future downtown revitalization program.

### C. Washington Square Implementation Program (Attachments 2 and 6)

The focus of the program will continue to be on the funding component of the implementation. Infrastructure investments in the Center are needed to address both the current deficiencies and improvements for future growth. In fact, many of the recommended improvements are necessary to address the current needs, not just impacts caused by future growth. The recently adopted Tigard TSP identifies significant deficiencies in the current transportation system in the vicinity of the Washington Square Regional Center area. The existing stormwater improvements are generally inadequate to address the water quality in the area. The open space and greenbelt system are the important open space improvement that would ultimately define the character and recreational opportunities in the Center area. The entire implementation program is planned to be finalized by mid fall.

### **D.** Transportation (Attachments 2, 7, and 8)

The 2003 transportation program will include two major areas:

1) <u>Transit element of the Transportation System Plan</u>. It will include frequent bus corridors, commuter rail, park and ride, and implementation of the Tigard Local Service Transit Action Plan, recently adopted by the Council. 2) <u>Highway 217 Corridor Study</u>. The study is anticipated to begin in early spring with the projected 18-month timeline for completion. Metro is the project lead. In the next few months, Tigard will be collaborating with Metro, ODOT, Washington County, and Beaverton to work on a Highway 217 study, which will re-examine future 217 improvements for funding options.

### E. Urban Growth Boundary

With the December 2002 Metro Council decision, Tigard will need to work with Washington County to address future development of approximately 480 acres west of Bull Mountain. The Metro UGB expansion decision must be acknowledged by DLCD (Department of Land Conservation and Development) to be final. Once the Metro decision is final (early summer), a work program will be developed.

### PRESENTATION OBJECTIVES

The major objective of the presentation is to have Council:

- 1) review the overall approach to balance the Long Range Planning program;
- 2) review the proposed timeline for major policy projects (Tier 1) to finalize division priorities.

# Project by Division Time Allocation

Management Area/Project	
Tier I	Bull Mountain - Public Facilities Plan - Policy Development
~50% of	Downtown - Commuter Rail Package - Revitalization Plan/Program
resources	Washington Square Implementation Program - Funding (adopted element) -TDM/Stormwater/Open Space (new elements)
	Transportation -Transit -Corridor Plans (Hwy 217)
	* UGB and Misc. Metro -Expansion Areas Plan -Policies/Code Revisions
Tier II ~10% of resources	Housing Open Space/Natural Resources
Tier III	Funding/Grants
~40% of resources	Data Research/Misc. Support  GIS  - Data maintenance  - Map production  - Program Development  - Research and Analysis Support
Total	

<sup>\*</sup> At this point, given the timeline for other major policy projects, the UGB Program has not been fully developed yet.

# Community Development Department Long Range Planning Division Project and Program Update



Jim Hendryx, Department Director; Barbara Shields, AICP, Long Range Planning Manager; Duane Roberts, AICP, Associate Planner; Julia Hajduk, Associate Planner; Joel Groves, Associate Planner/GIS Coordinator; Beth St. Amand, Assistant Planner

Last Update: January 2003

# **Policy Implementation Projects**

This group of projects includes activities related mostly to Council goals and objectives which usually take more than one year to complete. These are very large projects that consume approximately 50% of the Long Range Planning Division resources. At this point, this group includes five major projects (Bull Mountain Annexation Program Development, Downtown Revitalization Program Development, Washington Square Regional Center Implementation, Transportation System Plan Implementation, and Urban Growth Boundary Implementation). Since the composition and scope of the projects in this group are directly related to Council's goals, the resource distribution within this tier reflects directly Council's priorities.

# Project: Bull Mountain Annexation

In 2001, Council established a goal to develop an annexation policy for non-island areas, such as Bull Mountain, and initiated an effort to study the feasibility of annexing the Bull Mountain area. Since July 2001, the City has been exploring annexation of the Bull Mountain area through a focus group with residents, a study, and an open house with residents, and most recently, a phone survey. In June 2002, the County along with the City, hired Riley Research Associates to poll both Bull Mountain and Tigard residents to determine their attitudes on issues related to annexation and methods of annexation, including an annexation plan. The results of the survey were discussed by the City Council in August 2002. Last fall, the City Council did not initiate the annexation plan process pending additional research and analysis on provision of urban services to Bull Mountain.

**Project Milestone:** The Bull Mountain Facilities Plan, which will detail the level and scope of urban service provision for Bull Mountain, is scheduled to be finalized in early summer 2003.

### Project: Downtown/Commuter Rail

In April 2002, Council initiated a planning effort to evaluate a range of opportunities associated with the impacts of commuter rail within the context of the overall planning effort for downtown Tigard. A commuter rail train system would carry commuters from Wilsonville to Beaverton. As part of this system, Tigard would have a station in downtown and one located within the Washington Square Regional Center. Three public meetings, attended by both downtown business and property owners, were held between May and August 2002. Initially, the activities of the downtown group were focused on the informational aspect on the

commuter rail operations, including station design and traffic circulation elements. As a result of these meetings, the downtown group determined that the objective of the present planning effort is to develop an implementation program, which would identify the type and scope of infrastructure improvements needed to enhance the station design and the area in the vicinity of the station. In November 2002, Council adopted a resolution creating the Downtown Task Force to assist City Council in revitalization efforts for the downtown area.

**Project Milestone**: The Commuter Rail/downtown (catalyst) phase of the program is scheduled to be finalized by early summer. This phase would include a station design alternatives program and a downtown circulation plan. The next phase of the program would begin in mid summer. The scope and timeline for this second phase is dependent on the outcome of the downtown background report. The background report is scheduled to be finalized in early summer and will be used to determine Council's policy recommendations for the future downtown revitalization program.

# Project: Washington Square Regional Center Plan/Implementation Program

The major objective of the proposed implementation program is to develop a detailed timeline and determine the level of needed resources to accomplish the recommendations of the Plan and move the Plan from the vision and concept level to fruition. While the Plan concept was accepted and it was recognized that there are no fatal flows in the overall implementation approach, no detailed work program was developed as part of the prior efforts. The overall *Washington Square Regional Center Implementation Program* consists of four major elements:

Funding: The major objective of the funding program is to ensure that funding sources are available to fill the gap between needed improvements and available funds. Greenbelt: The major objective of the greenbelt program is to balance the projected densities with parks and trail system with the existing natural resources. TDM: The Transportation Demand Management program needs to be established to coordinate demand for single occupant vehicles in the Plan area. Stormwater: The major objective of the stormwater program is to develop a set of incentives for development, which would implement innovative stormwater management practices.

**Project Milestone:** Draft *Washington Square Regional Center Funding Strategy* was developed by Community Development through a collective effort including City's Engineering, Public Works, and Finance representatives. Council adopted the funding strategy program in November 2002. The focus of the program will continue to be on the funding component of the implementation and intergovernmental coordination to include the greenbelt and stormwater programs into the implementation process. The entire implementation program is planned to be finalized by mid fall 2003.

### Project: Transportation

The 2003 program consists of two major areas:

#### 1. Transit Program Implementation

The plan provides an implementation program for the transit section of the Transportation System Plan. In November 2002 Council adopted the Local Service Transit Action Plan. The ultimate goal of the Action Plan is to provide transit service along the identified routes to serve the priority population groups, as identified by Council (low income, senior, youth). The remaining portion of the Transit Program includes frequent bus corridors, commuter rail, and park and ride.

**Project Milestone**: The Local Service Transit Action Plan is the major focus of the Transit Program for the year 2003.

### 2. Highway 217 Corridor Study

The study is anticipated to begin in early spring with the projected 18-month timeline for completion. Metro is the project lead. In the next few months, Tigard will be collaborating with Metro, ODOT, Washington County, and Beaverton to work on a Highway 217 study, which will re-examine future 217 improvements. The study, with the overall cost over \$1.2 million is partially funded by FHA (Federal Highway Authority) and Metro with a small portion of funding from local jurisdictions.

**Project Milestone:** The Hwy 217 Policy Advisory Committee is scheduled to start the project in spring 2003.

# Program: Metro UGB Expansion

By the end of 2002, the Metro Council will decide whether to expand the urban growth boundary and how the region will provide land, housing and jobs for 500,000 more residents in the next 20 years. The Metro Executive Officer, Mike Burton, recommended adding approximately 17,000 acres from about 80,000 acres in 94 study areas outside the existing boundary. Metro's recommendation includes approximately 480 acres west of Bull Mountain, primarily for residential development. In July, the Tigard Council met with two Metro Council members to discuss the potential expansion areas, which would affect Tigard.

**Project Milestone**: With the December 2002 Metro Council decision, Tigard will need to work with Washington County to address future development of approximately 480 acres west of Bull Mountain. The Metro UGB expansion decision must be acknowledged by DLCD (Department of Land Conservation and Development) to be final. Once the Metro decision is final (early summer), a work program will be developed.

# Federal/State/Regional Mandates and Programs

This group of projects includes activities related to a variety of state and regional programs, which are monitored and reviewed by planning to assure local program development compliance with federal/state/regional mandates. The projects in this group consume approximately 10% of Long Range Planning resources.

### **Project:** Affordable Housing Program

During 2001-2002, Council considered affordable housing during a series of five workshops and one budget committee meeting. As a result of these efforts, the "City of Tigard Affordable Housing Program" was developed. Along with various Comprehensive Plan policies and community vision goals and strategies related to affordable housing, the report includes a compilation of all the initiatives undertaken by the City to date that emphasize and encourage affordable housing and serve to meet the Council goal. In general, the focus of the City program is on households earning 50% and below of the region's median income. This is generally recognized as the income group having the greatest need for affordable housing. In keeping with federal guidelines, housing is defined as affordable when a household spends no more than 30% of its gross income on rent and utilities.

**Project Milestone:** Council adopted the "City of Tigard Affordable Housing Program" in fall 2002. Following Metro guidelines, Tigard will continue the affordable housing program.

# Project: Regional Coordination of Natural Resource Protection Program (Metro's Implementation of Statewide Planning Goal 5)

Metro is in the process of developing a plan for regional fish and wildlife protection in accordance with Statewide Planning Goal 5. The Metro planning process follows the Statewide Goal 5 process and includes three steps: Inventory, ESEE (environmental, social, economic, and energy) Analysis, and Protection Plan. The ESEE analysis involves identifying conflicts between protecting resource sites and and how they should be resolved. This step is followed by the establishment of the protection program for the resource sites. So far, Metro has adopted an inventory of significant riparian sites and by late-September 2002 is scheduled to adopt an inventory of significant wildlife sites. The target date for the completion of the protection plan is sometime in 2003.

In December 2001, Metro Council decided to allow individual jurisdictions and groups of jurisdictions the option of completing the remaining steps in the Goal 5 process for their respective basins, such as the Tualatin Basin. Under this approach, Metro will establish regional parameters for conflicting uses and the ESEE decision process, along with a timeline for the completion of the basin plan. In April 2002, the City entered into an IGA between all the Washington County jurisdictions to form a basin group.

**Project Milestone:** Due to a number of delays, the Metro Goal 5 planning process is far behind schedule. Basin planning is required to coordinate with the Metro work and currently is in a holding pattern waiting for Metro to move forward with the development of an ESEE methodology and the completion of a regional wide ESEE analysis.

# **Ongoing Research**

This group includes three types of activities: (1) ongoing research related to census data, economic data, natural resource inventory, housing inventory, open space inventory; (2) grants research and project funding analysis support; and (3) support provided to miscellaneous programs, including GIS spatial analysis, which accesses the most comprehensive Citywide data base inventory. The projects in this group consume approximately 40% of the division resources.

### Program: Data Resource Analysis and Collection

This function includes various updates related to census data, economic data, business development data, land use inventories and contributes to the general database of the City. **Program Milestone:** A Tigged Fact Rook which will support to the most requested.

**Program Milestone**: A Tigard Fact Book which will summarize the most requested data by both the public and City departments is being developed, with the tentative time for completion by the early spring 2003.

# Program: General Grant Search and Assistance

The Planning Division is actively involved in pursuing grant opportunities to fund needed public and park improvements. The state and federal grant programs that have provided awards for City projects include the Land and Water Conservation Fund, the Local Government Grant Program, the Recreational Trail Program, the Community Tree Program, and the Community Development Block Grant Program. The Community Development Block Grant (CDBG) Program is a federal program that annually provides

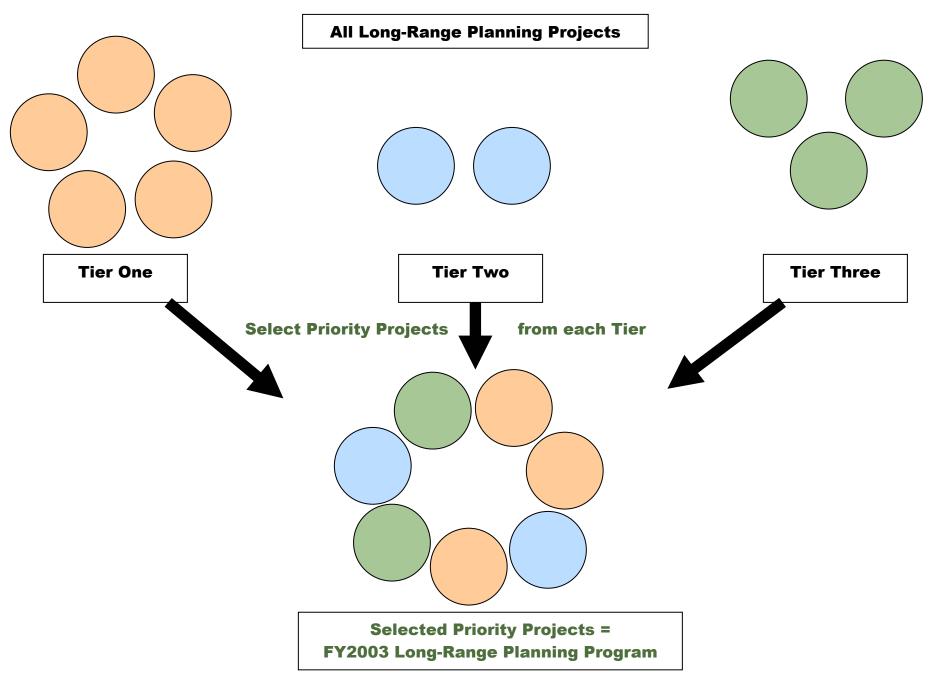
more than \$1,000,000 to Washington County to fund activities that benefit low- and moderate-income persons. The County distributes money to local jurisdictions and nonprofit agencies based on project applications submitted by sponsors. Over the years, the City has received major funding assistance from this program. So far, the City has applied for and received three grants (totaling \$460,000) to improve the roads and sidewalks bordering the Community Partners for Affordable Housing-owned Greenburg Oaks low-income housing project. So far, this year and last, the City has been awarded \$514,000 in grant funds for park improvements. The City's primary funding source for parks is the Park System Development Charge. The award of five park grants has allowed the City to maximize its limited park revenue.

**Program Milestone**: In September 2002, Council approved the submittal of three CDBG project proposals. These projects include construction of curbs and sidewalks along portions of Hall Boulevard and Commercial Street and the addition of new facilities to Bonita Park, now under development. In addition, the City is currently researching potential grant opportunities to support the development of the new library.

### **Program:** GIS (Geographic Information System)

This function provides comprehensive support for a variety of mapping projects ranging from simple maps to spatial land use analyses. The current GIS system includes approximately 80-100 layers of information and provides internal support for all City departments.

# **DEVELOPMENT OF 2003 LONG-RANGE PLANNING PROGRAM**



# **Bull Mountain Annexation Policy Development - Process Overview**

# **Bull Mountain Facilities Plan** Will guide policy on when and how services are delivered before, during and after annexation step 1 Creates foundation for future annexation plan if Council chooses to go that route • All Departments are collaborating on the development of the plan. May **Annexation Policy Discussion** Recommendations provided June Step 2 **Bull Mountain Annexation Policy Program Development** Implementation of formal annexation policy

Step 3

August

# **Downtown Task Force:**

# **Phase I Work Program**

**Station Design** Task 1 March **Packet** Recommended June Task 2 **Pedestrian/Circulation Improvements Background** Report **Revitalization/ August** Task 3 **Economic Devpt. Work Plan** 

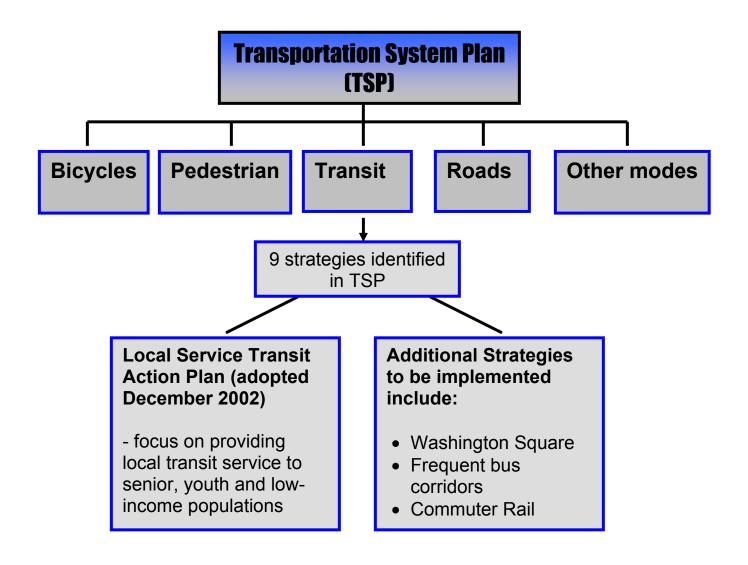
**Phase II** 

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# Washington Square Regional Center Implementation Program

**Implementation Program Status** Status/Steps Program Adopted **Funding Program**  11 near term tasks November 2002 identified in program Program steps: Evaluate existing fees CD to coordinate • Look at potential new fees implementation elements. Consider Urban Renewal To be developed Begin implementing **Transportation Demand** for **Spring** 2003 elements identified as **Management (TDM)** presentation to Tigard's (Fall 2003) Develop program taking the TDM Council Communicate with other recommendations from the Phase iurisdictions and agencies II, Implementation Plan and elements not identified as identifying Tigard's role. Tigard's responsibility (Fall 2003) To be developed Stormwater for Summer 2003 Develop program that outlines the presentation to timeframe and strategies for Council implementing the recommendations of the Phase II. Implementation Plan Take Phase II To be developed **Parks and Open space** for **Summer 2003** recommendations to other Develop program taking the Parks iurisdictions and agencies presentation to and Openspaces for coordination Council recommendations from the Phase Fall 2003 II, Implementation Plan and

identifying Tigard's role.



# **Highway 217 Study Process**

